

Cooroy Country Cottages Short Term Rental Agreement

This Short Term Rental Agreement (the Agreement) is made by and between A & M Bishop Consulting Pty Ltd (ACN 650 334 286) as Trustee for Angus & Mary Bishop Family Trust (ABN 91 899 731 052) trading as Cooroy Country Cottages (Owner) and the Guest as of the date the Guest pays the Booking Amount and/or the Deposit. Payment of the Booking Amount and/or the Deposit is acceptance by the Guest of the terms set out in this Agreement. The Property is defined as one (or all three) cottage(s) located at 532 Black Mountain Road, Black Mountain, QLD, 4563. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows.

1. **ACCEPTANCE & RESPONSIBILITY.** The Guest & members of the Rental Party agree to be bound by and accept the conditions set out in this Agreement in their entirety upon payment of a Booking Amount and/or the Deposit. Payment of the Booking Amount and/or the Deposit will be deemed to be acceptance of this Agreement.
2. **APPLIANCES.** Only use appliances for their intended uses.
3. **BUCKS & HENS PARTIES.** Bucks or Hens parties are not allowed at the Property.
4. **CAMPING.** Camping is strictly prohibited on the Property. This includes tents, camper trailers, camper vans or similar.
5. **CANCELLATION OR VARIATION.** This section refers to a Booking made directly with the Owner or on a Third Party Booking Website where the Third Party Booking Website does not define a specific policy regarding cancellation or variation.
 - Cancellation received any time prior to 30 days before the Booking period commencement date: the Deposit (excluding any Security Bond paid) will be forfeited by the Guest and retained by the Owner as the cancellation fee.
 - Cancellations received between 29 days prior to the Booking start date and the Booking start date: 100% of the Booking Amount (excluding Security Bond paid) will be forfeited.
 - Cancellations due to COVID-19 restrictions (as mandated by Federal, State, Territory and Local Government in Australia) which prevent the Guests from travelling to the Property, the Owners will provide a full refund of any monies paid up to the date on which the Owners receive notification from the booking Guest. Also see item #8 below.
 - A variation of the Booking which reduces the number of nights stay will be treated as a cancellation of the Booking.
 - A variation of the Booking which moves the Booking start and end date to a new and available period will be treated as a cancellation of the Booking.
 - If the Owner is able to re-let the Property for the period cancelled, a further refund may be made to the Guest less commissions and expenses.
 - The Owner reserves the right to amend, cancel or vary the Booking via email to the Guest. In this case, the Owner will be refunded 100% of all monies paid to date by the Guest to the Owner.
6. **CHECK IN/ OUT.** Check-in time is not before 2:00pm on the first day of the Booking and check out time is not later than 10:00am on final day of the Booking – unless with prior written agreement with the Owner.
7. **CHILDREN.** Children must be under adult supervision at all times.
8. **COVID 19.** Federal, State, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Owner cannot guarantee that you or your guests will not become infected with COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you (the Guest) and all Suppliers or Rental Party members may be exposed to or infected by COVID-19 by attending the Property that such exposure or infection may result in personal injury, illness, permanent disability, and death. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to you or Suppliers or Rental Party members (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your Suppliers or Rental Party members may experience or incur in connection with attendance at the Property. On your behalf, and on the behalf of your Suppliers or Rental Party members, you hereby release, covenant not to sue, discharge, and hold harmless the Owner, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Owner or the Property, whether a COVID-19 infection occurs before, during, or after visiting the Property. You voluntarily agree to abide by all of the prevailing Federal, State and Local Government mandated restrictions relating to your Booking.
9. **CLEANING MATERIALS.** All soap, shampoo and cleaning material must be septic tank safe.
10. **EVENTS.** No events of any kind are allowed on the Property. This includes events such as bucks & hens parties, weddings, milestone birthday parties or schoolies amongst others.
11. **FIRES.** Fires are not permitted anywhere on the Property.
12. **GUEST ACCESS.** Only the Rental Party and the Guest are permitted to access or stay overnight at the Property.
13. **HOUSEKEEPING.** There is no daily housekeeping service. While linen and bath towels are included in the Booking, daily cleaning service is not included.
14. **HUNTING.** Hunting, and hunting weapons of any kind, are not permitted on the Property.
15. **INDEMNITY.** The Guest, Suppliers members of the Rental Party indemnifies the Owner against any liability which may attach to the Owner as a result of damage, injury, death or loss being personal or proprietary suffered by any person where such damage, injury, death or loss has been contributed to or caused by any act or occasion of the Owner, Guest, Suppliers or members of the Rental Party or any visitors of the rental party to the Property.
16. **LIABILITY AND LOSS.** By accepting this Agreement, The Guest, Suppliers and members of the Rental Party are expressly assuming the risk of any harm arising from their use of the Property or others whom they invite to use the Property.
17. **MOTORBIKES.** Motorbikes, scooters or quad bikes of any kind are not permitted on any part of the Property.
18. **NATIVE ANIMALS AND FAUNA.** Native animals must not be fed, chased or disturbed in any way. Fauna is not to be damaged, cut, sawed or in any way damaged, removed, burned or destroyed.
19. **NOISE.** Disturbance to our neighbours, including excessive noise, is prohibited. The Guest, Suppliers and members of the Rental Party must ensure compliance with the prevailing Local Government Area and State Government noise restrictions applicable at the time of Booking. If the noise at the Property is over the following levels, a fine or notice may be issued to the responsible person by Queensland Police and/or Noosa Council – fines will be the responsibility of the booking Guest.

Permitted Noise Levels:

 - 7am to 10pm – noise is no more than 70 decibels
 - 10pm to midnight – no more than 10 decibels
 - Midnight to 7am – no noise heard.If noise from an amplifier device is audible at an affected premise between the following hours, the responsible person (the Guest) may be issued a fine or notice.
20. **OTHER RESPONSIBILITIES OF THE GUEST AND RENTAL PARTY.** The Guest and all members of the Rental Party are responsible for all damage, breakages, theft and loss during the Booking period. The Guest, Suppliers or members of the Rental Party must notify the Owner immediately if any of these events occur. The Owner reserves the right to recover from the Guest any costs associated with repairs or replacement incurred during the Booking by the Guest, Suppliers or members of the Rental Party. This right to recover is not limited by the amount of the Security Bond.
21. **OWNER ACCESS.** The Guest, Suppliers and members of the Rental Party shall allow the Owner, or their nominated agents or subcontractors, reasonable access to the Property for purposes of repair and inspection during the period of the Booking.
22. **OWNER LIABILITY.** The Owner is not liable or responsible for any financial or non-financial loss incurred as a result of injuries, illness, death or accidents that may occur whilst the Guest, Suppliers or members of the Rental Party are staying at or visiting the Property. The Owner is not liable or responsible for any acts of God that may limit some or all access and use of the Property during the Booking period including but not limited to water shortages or unavailability, electrical

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- service faults, septic tank/system faults, fire or flood. If the Property is unavailable to the Guest, Suppliers or members of the Rental Party for reasons not related to actions or omissions on the part of the Guest, Suppliers or members of the Rental Party, the Owner may, at their discretion, refund amounts up to the value of the nights that the Property is not habitable (limited to the value of the Deposit and Final Payment). The Owner is not liable for any direct or consequential loss incurred including, but not limited to, Suppliers (or their employees or Property), other costs, direct or indirect, damages, accidents, expenses, emotional stress or harm that the Guest, Suppliers and members of the Rental Party may suffer or incur. The Guest, Suppliers and members of the Rental Party waive all responsibility for the theft, damage or loss of any goods brought onto the Property.
23. **PARTIES.** Parties or celebrations with more than the number of guests on the Booking (Rental Party) are not allowed on the Property.
24. **PARKING.** Guests, Suppliers and members of the Rental Party are only permitted to park in the car port areas adjacent to each cottage. **No parking or driving on any grassed areas** or any other area.
25. **PAYMENT.** This section refers to payments made by Guests to the Owner where the Booking is made direct to the Owner or on a Third Party Booking Websites that do not allow Guests to pay directly via the Third Party Booking Website. The Booking Amount is invoiced to the Guest via email within 7 days of the date the Owner confirms to the Guest that the Booking has been accepted (also via email) and is payable within 7 days of the issuing date. If the start of the Booking is 30 days or less away from the date the invoice is raised, the entire Booking Amount is payable by the Guest on receipt of the invoice. For any Booking made more than 30 days before the start of the Booking start date, the Booking Amount will be requested by Invoice in two parts: Deposit, being 25% of the total Booking Amount, is invoice(d) to the Guest via email within 7 days of the date the Owner confirms to the Guest that the booking has been accepted (also via email) and is payable within 7 days of the issuing date. Final Payment, being 75% of the total Booking Amount, is Invoiced to the Guest via email within 14 days prior to the start of the Booking start date and is payable within 7 days of the issuing date. Failure by the Guest to pay the Booking Amount by the due date stated on the Invoice will result in the cancellation of the booking without notice or liability to the Guest or Owner.
26. **PETS.** Prior written permission must be obtained by the Guest, Suppliers and members of the Rental Party from the Owner confirming that a pet is able to stay or visit the Property during the Booking period. The Guest, Suppliers and members of the Rental Party are responsible for ensuring that all pets are controlled at all times and do not breach noise restrictions. In addition, the Guest, Suppliers and members of the Rental Party are responsible for cleaning up any/all pet refuse.. The Guest, Suppliers and members of the Rental Party are responsible for ensuring that the pets do not cause any disturbance to any native or other animals.
- A nominal fee is charged at the time of Booking for all pets staying at the property with booking Guests.
27. **PROBLEMS OR COMPLAINTS.** In the case of any problem or complaint, the Guest, Suppliers and members of the Rental Party must inform the Owner at the earliest opportunity so they have the chance to rectify the situation as quickly and efficiently as possible. Any complaint, which cannot be resolved locally, must be notified in writing to the Owner prior to departure from the Property. Failure to follow this procedure may hinder the ability of the Owner to rectify the problem.
28. **RUBBISH.** Guests are responsible for removing all rubbish and recycling from the cottage(s) and placing this material in the outdoor wheelie bins provided. If these bins are full, Guests, Suppliers and members of the Rental Party must remove all excess rubbish from the Property when they depart.
29. **SECURITY BOND.** A Security Bond may be required for all Bookings and is payable as part of the Booking Amount. The Owner agrees to transfer to the bank account nominated by the Guest via electronic transfer within 7 days of the end of the Booking period 100% of the Security Bond less any deductions as described below. At the conclusion of the Booking period, the Owner will inspect the Property and deduct from the Security Bond, at the Owner complete discretion, amounts relating to any damage, loss or expense incurred by the Owner.
30. **SEPTIC TANK.** The cottage has a septic tank system. Do not place anything in the drains or toilets other than water, toilet paper and bodily waste! Fats, oil, tampons, nappies, baby wipes etc. will clog up the system and must not be placed in toilets or drains. The system will block in a matter of minutes and the Guest will be charged for the unblocking of the system.
31. **SMOKING.** Smoking is only allowed outdoors on the decks or in the garden. Ashtrays must be used ensuring that all cigarettes are carefully extinguished and butts are placed in rubbish bins.
32. **TERMINATION.** The Owner reserves the right to terminate this Agreement without notice to the Guest or Rental Party if any of the conditions in this Agreement are breached in whole or in part.
33. **USE.** Unless the Owner has provided prior written permission, the Property is to be used for the sole purpose of providing holiday accommodation to the Guest and members of the Rental Party to the exclusion of all other uses.
34. **VISITORS.** Unless the Owner has provided written prior approval, under no circumstances is anyone permitted to visit or stay overnight at the Property other than the Guest and members of the Rental Party.
35. **WATER PUMPS, TANKS AND RETICULATION LINES.** Under no circumstances are Guests or members of the Rental Party to touch or interfere with any pumps, tanks or reticulation lines on the Property.
36. **WORKSHOP & MAIN HOUSE/POOL.** These facilities are not accessible for the use by or for Guests or members of the Rental Party.
37. **SUPPLIERS.** Guests must provide us with the details of any external Suppliers or contractors and their requested access requirements to us at least fourteen days (14) prior to the Booking Date. The Owner accepts no responsibility or liability for your use of external Suppliers. The Guest warrants that all Suppliers, contractors or subcontractors hold current workers compensation and public liability insurance.

DEFINITIONS

- Cooroy Country Cottages Web Site means the website for the Property used for direct Bookings by the Owner being <https://www.cooroycountrycottages.com.au/>. This web site address may be changed by the Owner without notice.
- Booking Amount means the Deposit, Final Payment and any other agreed rental, cleaning, Security Bond and other fees and charges included in the Invoice.
- Booking means the period from the arrival date to the departure date and also refers to the request for the use of the Property on these dates and the subsequent approval from the Owner as evidenced by an email approval and/or the payment of the Deposit.
- Deposit means an amount equal to 25% of the Booking Amount.
- Event means a function organised to be held on the Property that is attended by more than the maximum number of people allowed to stay at the Property.
- Final Payment means an amount equal to 75% of the Booking Amount.
- Guest means the person who has entered into this contract with the Owner by contacting the Owner to request a Booking and/or the person who paid the Invoice. At the time the Deposit is paid, the Guest must be 18+ years old. The Guest must be one of the people staying at the Property.
- Invoice means the request for payment sent to the Guest by the Owner seeking payment for the Booking Amount(s).
- Rental Party means the members of the group staying at the Property during the Booking period noting that the Rental Party must not exceed 9 people.
- Schoolies means high-school graduates who have week-long holidays following the end of their final exams in late November and early December.
- Security Bond means the amount paid by the Guest to the Owner and held as security.
- Terms and Conditions mean the content of this Agreement.
- Third Party Booking Website means a web site or sites authorised by the Owner from time to time to accept bookings on their behalf for this Property.

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- Supplier means anyone (individual or business) who the Guest or members of the Rental Party has contracted with to provide services to them at the Property during the Booking period.
- Bucks & Hens Events. Male only or female only events related to (or not) a pre wedding celebration.